



City of Warner Robins City Council Meeting Minutes

Monday, March 15, 2021

5:30 PM

Council Chambers

Regular Meeting of Warner Robins City Council

Presiding: Mayor Randy Toms

City Officials Present:

Councilman Keith Lauritsen
Councilman Kevin Lashley
Councilman Clifford Holmes

Councilman Larry Curtis
Councilman Charlie Bibb

Opening Prayer: Councilman Lauritsen
Pledge of Allegiance: Councilman Lashley

Call to Order: 5:32 p.m.

Adoption of the Agenda: Councilman Lauritsen moved to adopt the agenda with the addition of action item #9, Ordinance for Budget Transfer and Closed Session – Pending Litigation. Councilman Lashley seconded the motion. Councilmen Bibb, Lauritsen, Lashley, Holmes and Curtis voted for adoption of the agenda.

Closed Session: Mayor Toms requested a motion to enter into an executive session to discuss pending litigation. Councilman Lashley moved for an executive session to discuss pending litigation. Councilman Holmes seconded the motion. Councilmen Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval of the executive session. The Regular Council meeting was suspended at 5:35 pm, and the governing body convened into closed session at 5:37 pm; the closed session ended at 5:49 pm. The regular meeting reconvened at 5:50 pm. The City Clerk is in possession of the closed session minutes.

Presentation of Proclamations/Awards:

Mayor Toms presented a Sherri Windham, Community Development Director with her 30 years of service award and pin.

Action Items:

Action Item 1 Presentation of Minutes	
The minutes of the regular meeting of March 01, 2021 were presented for approval.	
Motion:	Councilman Holmes moved for the approval of the minutes for regular meeting of Monday, March 01, 2021.
Second:	Councilman Lauritsen
Outcome:	Councilmen Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 2 Purchasing Coversheet	
Purchasing Bid List item, attached hereto, were presented for approval.	
Motion:	Councilman Lashley presented and moved for the approval of the Purchasing Bid Coversheet. 7 items.
Second:	Councilman Holmes
Outcome:	Councilmen Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 3 Motion – Home Occupation Permits	
The following Home Occupation Permits are recommended for approval by the Planning and Zoning Board:	
<ol style="list-style-type: none"> 1. Cynthia Harris – 1311 Laura Avenue – requests permission to operate a mobile auto detailing business as a home occupation. 2. Anna Depew – 105 Saint Augustine Drive – requests permission to operate an online design business as a home occupation. 3. Tomeka Johnson – 401 Rose Hill Drive – requests permission to operate an online design business as a home occupation. 4. Andrew K. Dennis, Jr. – 200 Crestview Church Road, Apt. 1808 – requests permission to operate a STEM education business as a home occupation. 5. Joyce Kanhai – 100 Selwyn Court – requests permission to operate a Pop-Up Yard Sign business as a home occupation. 	

6. **Gayward Smith – 728 N. Houston Road, Apt. E** – requests permission to operate a lawn care business as a home occupation.
7. **Travis Walker – 106 Palomino Lane** – requests permission to operate a lawn care business as a home occupation.
8. **Daniel Gilliam – 906 Bay Laurel Circle** – requests permission to operate a handyman business as a home occupation.

Motion:	Councilman Curtis moved for approval.
Second:	Councilman Lashley
Outcome:	Councilmen Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 4	Motion – Rezoning Petition – ASIL Group, LLC
A motion to rezone properties, together totaling 61.31 acres, located at E Bob White Road, West of Old Perry Road, a 13.92 acre portion of [001050 048000], and a right-of-way on the Westernmost end of E Bob White Road known as “Tract A”, totaling 0.22 acres from R-AG [Residential Agricultural] to the zoning of R-3[General Residential].	
Motion:	Councilman Lauritsen moved for the approval
Second:	Councilman Bibb
Outcome:	Councilmen Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 5	Ordinance #5-21 – Planning and Zoning Ordinance Amendment
<p>Ordinance #5-21 of the governing body of the City of Warner Robins AMENDING APPENDIX C, ARTICLE XI OF THE CITY CODE REGARDING ZONING ORDINANCE AND ADMINISTRATION.</p> <p>WHEREAS, Community Development has recommended an amendment to Appendix C, Article XI, Section 111 of the city code, and the mayor and city council deem such amendment to be in the best interest of the City.</p> <p>NOW, THEREFORE, IT IS HEREBY ORDAINED by the governing authority of the City of Warner Robins:</p> <p style="text-align: center;">-1-</p> <p>City code section 111.1 shall be deleted in its entirety and the following inserted in lieu thereof:</p>	

Planning and zoning commission. The planning and zoning commission is established in order to guide and accomplish a coordinated and harmonious development of the city which will, in accordance with existing and future needs, best promote the public health, safety, morals, order, convenience, prosperity, aesthetic appeal, and the general welfare, as well as efficiency and economy in the process of development, the Warner Robins Planning and Zoning Commission, hereinafter referred to as the commission, is hereby created and established.

-2-

City code section 111.1.1 shall be deleted in its entirety and the following inserted in lieu thereof:

Membership; appointment; compensation; oath of office. The membership of the planning and zoning shall consist of five (5) members who shall be residents of the city throughout their tenure on the commission. Each member shall be appointed for a term of five (5) years staggered in such a manner that on January 1 of each year, the term of office of one member shall end and a new appointment by the mayor and council shall be made. All members shall receive one hundred seventy-five dollars (\$175.00) per month and may be reimbursed for actual expenses incurred in connection with their official duties.

No member shall assume office until that person has executed and filed with the clerk of the city an oath obligating himself or herself to faithfully and impartially perform the duties of that member's office. The oath shall read as follows and be administered by the Mayor.

I do solemnly swear or affirm that I will faithfully and impartially perform the duties of Member of the Planning and Zoning Commission of Warner Robins and that I will support and defend the Charter of the City of Warner Robins as well as the Constitution and laws of the State of Georgia and of the United States of America. I will not knowingly receive, directly or indirectly, any money or other valuable thing, for the performance or nonperformance of any act or duty pertaining to my office, other than the compensation allowed by law. I further swear or affirm that I will faithfully discharge my duties as a Member of the Planning and Zoning Commission of Warner Robins to the best of ability.

-3-

If any ordinance, or part thereof, of the City of Warner Robins is in conflict herewith, this ordinance shall have preference. If any provisions of this ordinance are held invalid, such invalidity shall not affect any of the other provisions which can be given effect without the invalid provision, and, to this end, the provisions of this ordinance are declared to be severable.

Motion:	Councilman Bibb moved for approval of Ordinance #5-21 and to waive the 2 nd reading.
Second:	Councilman Lauritsen
Outcome:	Councilmen Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval of Ordinance #5-21.

Action Item 6 Resolution – Planning and Zoning Appointment		
<p>A resolution of the Mayor and Council of the City of Warner Robins, acting pursuant to Appendix C, Article XI, Section 111.1.1 and Section 111.1.1.1 of the Code of the City of Warner Robins, appoint the following individual to the Planning and Zoning Commission to fill the unexpired term of Eric Blazi:</p>		
Name	Effective Date of Appointment	Term to Expire
Jeffrey Rowland	March 15, 2021	January 1, 2025
Motion:	Councilman Holmes moved for approval	
Second:	Councilman Lashley	
Outcome:	Councilmen Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.	

Action Item 7 Resolution – Employee Promotions	
<p>The following employees were recommended for promotion by their respective department:</p> <ul style="list-style-type: none"> Joshua Wilcox, promoted from Police Officer, Job Class #633, Grade 602, Police Department, to Police Sergeant, Job Class #635, Grade 605, Police Department, to be effective March 22, 2021. Billy Styles, promoted from Police Lieutenant, Job Class #631, Grade 606, Police Department, to Police Captain, Job Class #628, Grade 608, Police Department, to be effective March 22, 2021. 	
Motion:	Councilman Lashley moved for approval
Second:	Councilman Curtis
Outcome:	Councilmen Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 8 Resolution – Section 2.19(d)(12) of the Warner Robins City Charter	
<p>A resolution of the Mayor and Council of the City of Warner Robins, acting pursuant to Section 2.19(d)(12) of the Warner Robins City Charter, approve David Corbin to continue work with Terminus Municipal Advisors, LLC, while also discharging his official duties as the City Administrator for the City of Warner Robins.</p>	
Motion:	Councilman Curtis moved for approval

Second:	Councilman Holmes
Outcome:	Councilmen Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 9

Ordinance #6-21 –Budget Transfer (Elections)

Ordinance #6-21 of the governing authority of the City of Warner Robins that sixty thousand dollars (\$60,000) be taken from the General Fund Unreserved and Undesignated Fund Balance account number 10-33051 and appropriated for the funding of the Special Election scheduled for March 16, 2021 as a result of the vacated seat of Post 1.

These funds shall represent an additional appropriation to the fiscal year 2021 General Fund Budget and will be recorded to City Elections, which is activity 1400, and then used to fund the activities routinely associated with a city election.

Said funds shall be placed in the following salary, benefit and operational expenditures accounts as referenced in the chart below:

Account	Description	FY 2021 Budget
10.001-01400-000.000.51003	Part-time Earnings	\$ 761
10.001-01400-000.000.51004	Salaries-Temporary (Elections)	8,643
10.001-01400-000.000.51201	FICA	467
10.001-01400-000.000.52021	Professional Services	20,313
10.001-01400-000.000.52311	Postage	236
10.001-01400-000.000.52381	Contract Labor	22,833
10.001-01400-000.000.53371	Other Supplies	6,747
Total		\$ 60,000

Motion:

Councilman Lauritsen moved for approval of Ordinance #6-21 and to waive the 2nd reading.

Second:

Councilman Lashley

Outcome:

Councilmen Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval of Ordinance #6-21.

Adjournment: 6:25 p.m.

Next Regular Council Meeting: Monday, April 5, 2021



Mandy Stella
City Clerk

**CITY OF WARNER ROBINS
COUNTY OF HOUSTON
STATE OF GEORGIA**

R E S O L U T I O N

WHEREAS, the City of Warner Robins is owner of certain items of personal property more particularly described in Exhibit "A" attached hereto; and

WHEREAS, said items are no longer needed for public use or have become unusable for the purpose intended; and

WHEREAS, it is in the best interest of the City that said items be declared surplus; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Warner Robins that the value of each individual item on the said Exhibit "A" is more or less, than Five Hundred (\$500.00) Dollars.

BE IT FURTHER RESOLVED that said property be sold in accordance with the laws of the State of Georgia.

This 05th day of April 2021.

CITY OF WARNER ROBINS, GEORGIA



BY: *Randy Toms*
RANDY TOMS
MAYOR

ATTEST:

Mandy Stella
MANDY STELLA
CITY CLERK

**STATE OF GEORGIA
CITY OF WARNER ROBINS**

RESOLUTION

BE IT RESOLVED by the Mayor and Council of the City of Warner Robins that the Mayor is authorized to execute an agreement with Hubbub! Productions, Inc. at a cost of \$8,000 to provide consulting services for the 2021 Independence Day Celebration. This expenditure shall be charged to account **020 018 07540 52322 City Promotions/4th of July Celebration.**

This 5th day of April, 2021.



CITY OF WARNER ROBINS, GEORGIA

By: *Randy Toms*
Randy Toms, Mayor

Attest:

Mandy Stella
Mandy Stella, City Clerk



HUBBUB! PRODUCTIONS CONSULTING SERVICES AGREEMENT

This document will serve as a consulting services agreement between Hubbub Productions, Inc. and the City of Warner Robins in regards to the July 2, 2021 Independence Day Celebration (IDC) event.

Hubbub! Music Services:

Hubbub! to provide to client consulting and quarterbacking services including, without limitation;

- Production Manager services to include bidding of staging, sound, lights and video, to liaise with chosen vendor in establishing expectations and timelines and to manage on-site execution of services.
- Talent Buyer services to include vetting available artists, to negotiate and execute contracts, to liaise with talent in advance to communicate expectations and timelines and to manage on-site experience.
- Stage Manager to include establishing event timeline, to liaise with Production, Talent and Media to communicate event timeline including performances and other ancillary production elements.
- To work with Warner Robins event staff and other vendors to identify and establish policies and procedures for securing backstage areas for production and talent.
- To set up and maintain rider requirements and green room areas for Talent.
- Consulting fee includes support staff.

Term: The term of this agreement shall be April 1, 2021 through July 5, 2021.

Compensation:

- **Project Fee:** Hubbub! to be paid an \$8,000.00 project fee with payments of \$2,000.00 due the 1st of each month, April-May-June-July, 2021.

Expenses:

Client agrees to reimburse consultant for any-and-all expenses incurred on client's behalf.

Non-Exclusive Engagement of Consultant

Client understands that consultant's services hereunder are not exclusive to client, and consultant shall at all times be free to perform similar services for others, as well as to engage any and all other business activities.

For Hubbub! Productions: Tod Elmore

Date: 3/15/2021

For Warner Robins: Randy Toms

Date: 04/06/21

CITY OF WARNER ROBINS
STATE OF GEORGIA

RESOLUTION

WHEREAS, the following employees are recommended for promotion by their respective departments,

WHEREAS, the Mayor and City Council deem such recommendations beneficial,

NOW, THEREFORE, BE IT RESOLVED that these promotions be approved as follows:

-1-

Jessica Gazaway, promoted from Administrative Secretary (Mayor), Job Class #146, Grade 10, Administrative Services Department, to Receptionist, Job Class #150, Grade 12, Human Resources Department, to be effective March 22, 2021.

-2-

Michael Buckner, promoted from Fire Lieutenant, Job Class #524, Grade 18, Fire Department, to Fire Captain (Training), Job Class #513, Grade 20, Fire Department, to be effective April 5, 2021.

-3-

Alan Angell, promoted from Fire Lieutenant (Prevention), Job Class #509, Grade 18, Fire Department, to Fire Captain (Prevention), Job Class #523, Grade 20, Fire Department, to be effective April 5, 2021.

-4-

Lawrence Warren, promoted from Fire Lieutenant, Job Class #524, Grade 18, Fire Department, to Fire Captain (Training/Health & Safety), Job Class #513, Grade 20, Fire Department, to be effective April 19, 2021.

-5-

Calvin Wynds, promoted from GM Worker I (Rec), Job Class #10, Grade 8, Recreation Department, to GM Worker III (Rec), Job Class #12, Grade 11, Recreation Department, to be effective April 5, 2021.

This 5 day of April, 2021

ATTEST:



By: _____

Randy Toms
Randy Toms, Mayor

A handwritten signature in blue ink, appearing to read 'MStella', written over a horizontal line.

Mandy Stella, City Clerk

ORDINANCE

IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF WARNER ROBINS, GEORGIA,
AMENDING CHAPTER 2 OF THE CITY CODE REGARDING ADMINISTRATON,

IT IS HEREBY ORDAINED by the governing authority of the City of Warner Robins to amend Chapter 2,
Article IV of the city code as follows:

-1-

City code section 2-91 shall be deleted in its entirety and the following inserted in lieu thereof:
The following departments and agencies of the city are hereby created:

- (1) Police Department
- (2) Fire Department
- (3) Community Development Department
- (4) Building and Transportation Department
- (5) Public Works Department
- (6) Stormwater Compliance Department
- (7) Utility Department
- (8) Parks and Recreation Department
- (9) Economic Development Department
- (10) Finance Department
- (11) Internal Services Department
- (12) Human Resources Department
- (13) Office of the City Clerk
- (14) Office of the City Administrator

-2-

If any ordinance, or part thereof, of the City of Warner Robins is in conflict herewith, this ordinance shall have preference. If any provisions of this ordinance are held invalid, such invalidity shall not affect any of the other provisions which can be given effect without the invalid provision, and, to this end, the provisions of this ordinance are declared to be severable.

The provisions of this ordinance were first read on 5 April, 2021 and shall become effective upon adoption on 5 April, 2021.

CITY OF WARNER ROBINS, GEORGIA

By: Randy Toms
Randy Toms, Mayor

Attest:

Mandy Stella
Mandy Stella, City Clerk



**STATE OF GEORGIA
CITY OF WARNER ROBINS**

RESOLUTION

BE IT RESOLVED by the Mayor and Council of the City of Warner Robins that Mayor Randy Toms is authorized to negotiate the purchase of real property with Carlton H. & Ella O'Neal Sledge Farm, Inc. for the construction of a Visitor's Center and adjacent roadway.

This 5th day of April, 2021.



CITY OF WARNER ROBINS, GEORGIA

By: *Randy Toms*
Randy Toms, Mayor

Attest:

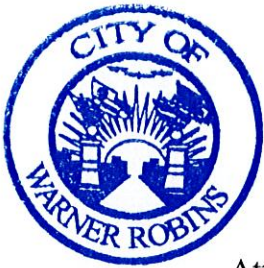
Mandy Stella
Mandy Stella, City Clerk

**CITY OF WARNER ROBINS
STATE OF GEORGIA**

RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council of the City of Warner Robins authorize the adoption of the amendment to Section 1610 of the City's Personnel Rules and Regulations.

This 5th day of April, 2021.




CITY OF WARNER ROBINS



Randy Toms, Mayor

Attest:



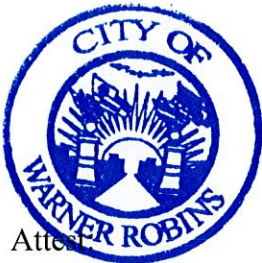
Mandy Stella
City Clerk

**CITY OF WARNER ROBINS
STATE OF GEORGIA**

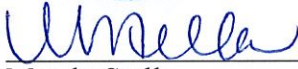
RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council of the City of Warner Robins authorize Mayor Randy Toms to execute a non-exclusive Software as a Service agreement with Government Windows, LLC and authorize the payment of \$29,094.33 for Point of Sale utility payments service fees provided September 2020 through January 2021.


This 5th day of April, 2021.



Attest:


Mandy Stella
City Clerk

CITY OF WARNER ROBINS


Randy Toms, Mayor

No Term, Non-Exclusive SaaS Agreement



Government Window, LLC (the “Principal”) of 3760 Sixes Road, Suite 126, Box 231, Canton GA 30114, hereby grants:

Warner Robins Ga. City Hall

Name of End-User (Licensee)

of



















700 Watson Blvd, Warner Robins, GA 31093

Full Address

a non-exclusive license to use the Licensed Items defined in Schedule “A” hereunder

Schedule “A” - Licensed Items

The Principal agrees to make the following applications available to the End-User as per the terms and conditions defined on the reverse hereof: *(Please fill appropriate application and function where W = Web, P = Point of Sale, I = IVR & T = ITR.)*

	Module	Contact Person	Telephone #	Function	Rate
	Traffic Tickets	Theresa Thornton		W/P/I	5%
	Bail			W/P/I/T	
	Probation			W/P/I/T	
	Child Support			W/P/I/T	
	Business Licenses	Theresa Thornton		W/P	3%
	Permits	Theresa Thornton		W/P	3%
	Property Tax	Theresa Thornton		W/P/I	2.5%
	DMV Tags			W/P/I/T	
	Parks & Recreation			W/P/I/T	
	Income Tax			W/P/I/T	
	Schools			W/P/I/T	
	Donations			W/P/I/T	
	Rent Payments			W/P/I/T	
	Records & Deeds			W/P/I/T	
	eStore			W/P/I/T	
	Patient Bills			W/P/I/T	
	Utilities	Theresa Thornton		W/I	3%
	Garbage			W/P/I/T	

Non-Exclusive SaaS Agreement - Page 2

Notes: (please define:) GW will provide the follow at no cost to the City of Warner Robins

Card reader for POS payments

IVR system for phone payments, get inforamtion, or opt to speak with a clerk

Mobile friend web portal

Support staff to handle over flowing calls, payments, voids, or troubled customers

Per Request: *City is currently absorbing all POS Utility payments and can switch back to pass it on to the customer at anytime*

With this agreement the city of Warner Robins agrees to make payment on the oustanding invoices recieved for Sept 2020, Oct 2020, Nov 2020, Dec 2020 and Jan 2021, which totals \$29,094.33. These oustanding payments represent the POS utlity payments services fee for referenced periods.

Additionally, the city agress to continue to absorb the 2.5% or \$1.50 minimum point of sale (POS) utility payment service fees rather than passing on to the customer. The city reserves the right to make changes to or discontinue this agreement regarding the absorption of the utility payments service fees upon communitication to vendor.

Unless otherwise stipulated, there is no cost to the End-User/Licensee for any equipment, development, maintenance, and support offered by the Principal provided the End-User/Licensee fullfills the Initial Term, as defined in the Agreement. All costs are covered by service fees charged to the End-User's clients/customers upon using any of the Licensed Items.

Service fees will be determined and agreed upon by both Parties before any work is performed, and be based on the payment type, expected volume, and number of payment types implemented

For Government Window LLC (the Principal):

Signed:

Nick Prince

Name:

Account Manager

Title:

3/19/202

Date:

For End-User/Licensee

Signed:

Randy Toms

Name:

Mayor

Title:

4/6/21

Date:

Software as a Service Agreement

1. Definitions

- 1.1 "**Principal**" shall mean Government Window LLC of 3760 Sixes Road, Suite 126, Box 231, Canton, Georgia 30114, USA.
- 1.2 Software-as-a-Service agreement ("**SaaS**") shall be defined as the delivery model in which the **Licensed Items** are delivered on a subscription basis and are hosted centrally at a location or locations of the **Principals** choosing and is accessed by the **End-User** or the **End-User's** customers through a thin client via a web browser, collectively referred to as the "**Agreement**."
- 1.3 "**Licensed Items**" shall mean the **Principal's** programs listed on Schedule "A" together with all related documentation, sales aids, training aids, and including all revisions and corrections thereto, whether made by the **Principal**, and any such additional software as it may offer to its clients from time to time during the currency of this **Agreement**. **Licensed Items** shall include object code for the **Principal's** programs acquired, whether used at its **Installation Address** as defined hereunder, or through a public cloud as **SaaS** and any user manuals and related documentation, in machine readable or printed form.
- 1.4 "**End-User**" shall mean any person, institution, government agency, closed corporation or company that is either the facilitator or the ultimate user of the **Licensed Items** supplied by the **Principal** and defined on the face hereof.
- 1.5 "**Party**" shall mean either the **End-User** or the **Principal** interchangeably.
- 1.6 "**Parties**" shall mean both the **End-User** and the **Principal** collectively.
- 1.7 "**Installation Address**" being the physical location of the computer hardware and the location at which the **End-User** stores their back-office data and/or from which the **End-User** hosts its Internet Website.
- 1.8 "**Industrial Property Rights**" shall mean all property in and rights to patents, license, **Trademarks**, trade names, inventions and copyrights relating to the origin, design, manufacture, programming, operation and/or service of **Licensed Items**.
- 1.9 "**Trademarks**" shall mean any proprietary marks used by the **Principal** in the marketing of the **Licensed Items**.
- 1.10 The headings and clauses of these terms and conditions are intended for convenience only and shall in no way affect their interpretation.
- 1.11 Words importing natural persons shall include bodies corporate and other legal personae and vice versa.
- 1.12 Any particular gender shall mean the other gender, and vice-versa. The singular shall include the plural and vice-versa.

2. License

- 2.1 Whereas the **Principal** is the author of the **Licensed Items** and as such the **Principal** is entitled to supply such **Licensed Items** to **End-Users** on the terms and conditions set out hereunder.
- 2.2 The **End-User** acknowledges that he is not an agent of the **Principal**.
- 2.3 The **Principal** hereby grants to the **End-User** an individual, non-exclusive, non-transferable License to use one original copy of the **Licensed Items** detailed in Schedule "A" attached hereto, at the Registered Address and to make available to its clients and or customers **Licensed Items** through the **SaaS** model on the terms and conditions contained herein.
- 2.4 Services provided under this **Agreement** shall be provided for the period defined in the ordering document unless earlier terminated in accordance with the contents of clause 3 herein. The term of the services and any renewal years are collectively defined as

the "**Services Term**." At the end of the **Services Term**, all rights to access or use the services, including the **Licensed Items** listed in the ordering document, shall end. The **Licensed Items** and all copies thereof are the property of the **Principal** and title thereto shall remain with the **Principal**. All **Industrial Property Rights**, title or interest in the **Licensed Items** will at all times remain with the **Principal**.

3. The End-User agrees:

- 3.1 to secure and protect the **Principal's** proprietary rights in the **Licensed Items** and all copies, and modifications thereof, and to take appropriate action by instruction to, or agreement with its employees, clients and/or suppliers who are permitted access to the **Licensed Items**;
- 3.2 to instruct its employee, clients and/or suppliers having access to the **Licensed Items** not to copy, decompile, disassemble, reverse engineer or duplicate the **Licensed Items** or make disclosure with reference thereto or any component thereof to any third party;
- 3.3 to reproduce the **Principal's** copyright notice on all material related to or part of the **Licensed Items** on which the **Principal** displays such copyright notice, including any -copies made pursuant to this **Agreement**.
- 3.4 The **End-User** agrees not to remove any copyright notices, trademark credits, confidentiality notice, mark, legend or other information included in the **Licensed Items**. The existence of any copyright notice shall not be deemed to constitute or acknowledge a publication of the **Licensed Items**.
- 3.5 The **End-User** shall not purport to assign, transfer, mortgage, charge, part with possession, or in any way deal with any of its rights, duties, or obligations under this **Agreement** or the **Licensed Items** without the previous consent in writing of the **Principal** which shall not unreasonably be withheld.

4. Termination

- 4.1 This **Agreement** shall commence on the date of this **Agreement** (the "**Commencement Date**") and shall continue in effect until terminated in terms of this **Agreement**.
- 4.2 Either the **Principal** or the **End-User** may terminate this License to use any **Licensed Items** by the **End-User**, by giving the other **Party** thirty (30) days written notice of termination at least thirty (30) days preceding the end of any calendar month.
- 4.3 In the event that the **End-User** fails to keep, observe or perform any term or condition of this **Agreement** or the **End-User** terminates this **Agreement** prior to the end of the term or by the **Principal** as a result of **End-User** breach, the **Principal** will be entitled to, at its sole and absolute discretion, cease providing any or all services as defined herein, forthwith without any recourse by the **End-User** against the **Principal**.
- 4.4 The **End-User** shall upon termination of the license as contemplated in this **Agreement** destroy the **Licensed Items** and all copies thereof that is in the possession of the **End-User**, regardless of the location of such copies and certify in writing to the **Principal** that the **Licensed Items** and all copies that were subject to the license, have been destroyed.
- 4.5 Should an **End-User** continue to use the **Licensed Items** once the license has been terminated in terms of this **Agreement**, the **End-User** shall be liable to the **Principal** for all damages as a consequence of such an act.
- 4.6 Upon termination of this license, all rights and obligations shall cease, except the **Party's** obligation to maintain the confidentiality of the other **Party's** proprietary information.

RT

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5. General

- 5.1 Neither the **Principal**, nor the **End-User** will disclose the other **Party's** confidential information to any third party and will use it only for the purposes of this Agreement.
- 5.2 The **End-User** recognises and agrees that the **Licensed Items** shall be treated as secret and confidential. Without limiting the generality of the foregoing, such confidential information shall include know-how, methods, techniques, processors, specifications, designs, computer logic, source codes, drawings, arrangements, research and development data, and combinations of such information; provided, however, that any such information shall not be regarded as secret or confidential which:-
- 5.2.1 is or becomes, a part of the public domain through no act or omission by the **End-User** or its employees; or
- 5.2.2 has been or is hereafter independently conceived, perfected or developed by the **End-User** or any company affiliated with the **End-User** or the employees thereof, or is now or hereafter in such affiliated company's, or any such employee's lawful possession as shown by their written records; or
- 5.2.3 is hereafter lawfully disclosed to the **End-User** or any of its employees by a third party which does not acquire the information under any obligation of confidentiality from or through the **Principals** or any employee of the same.
- 5.3 The **Principal** shall be entitled at any time to cede and assign its rights and obligations in terms of this agreement.

6. Warranty

- 6.1 THE **PRINCIPAL** DOES NOT GUARANTEE THAT THE **LICENSED ITEMS** WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT THE **PRINCIPAL** WILL CORRECT ALL SERVICES ERRORS. THE **END-USER** ACKNOWLEDGES THAT THE **PRINCIPAL** DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THE **PRINCIPAL** IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
- 6.2 IT IS SPECIFICALLY RECORDED THAT THE **PRINCIPAL** PROVIDES THE **LICENSED ITEMS** "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 6.3 The **Principal's** liability in respect hereof is specifically restricted to the repair or replacement of defective **Licensed Items** referred to on Schedule "A" and except as provided in this clause, the **Principal** will not be under any liability howsoever arising in respect of defects in the **Licensed Items** or for any injury, damage or consequential loss of whatsoever nature arising from such defects or any work done in connection herewith.
- 6.4 Neither **Party** shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated **Party**; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated **Party**. Both **Parties** hereto will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either **Party** may cancel unperformed services upon written notice. This section does not excuse either **Party's** obligation to take reasonable steps to follow its normal disaster recovery procedures.
- 6.5 The **Principal's** liability in terms of clause 6.3 above shall lapse in the event of the **End-User** or any third party attempting to modify or

effect remedial measures to any of the **Licensed Items**.

- 6.6 The **End-User** acknowledges that he has no claim against the **Principal** of whatsoever nature arising out of or in connection with this agreement.
- 6.7 This warranty is in lieu of any other warranty, expressed or implied, save as set out in clauses 6.1 to 6.6 above, and the **End-User** acknowledges that the **Principal** gives no other warranties whatsoever.
- 6.8 This Agreement contains all the terms and conditions agreed between the **Parties** and no variation of any of these conditions shall be binding on either **Party** unless agreed to in writing by both **Parties**.
- 6.9 No relaxation or indulgence which the **Principal** may have extended to the **End-User** under this Agreement and no waiver by the **Principal** of any of its rights with respect to any breach of this Agreement shall in any way prejudice the **Principal's** right or be deemed to operate as a waiver in respect of any other breach.
- 6.10 The **Parties** acknowledge that they have not been induced or coerced into this contract by virtue of any representation, statements or warranties made by the other **Party** hereto or any persons acting on their behalf which are not included herein. The **Parties** shall not be responsible for any representations which may be made from time to time by their representatives, servants or agents save as may be contained herein.
- 6.11 You agree (i) that the **Principal** may identify **End-User** as a recipient of services and use the **End-User's** logo in sales presentations, marketing materials and press releases, and (ii) to develop a brief customer profile for use by the **Principal** on its website for promotional purposes.

7. Legal

- 7.1 The **End-User** shall be liable for all reasonable costs incurred by the **Principal** in connection with the recovery of **Licensed Items**, such costs to be paid on the attorney and own client scale as well as all other costs incurred by the **Principal**.
- 7.2 This Agreement is governed by the substantive and procedural laws of Georgia and the **Parties** agree to submit to the exclusive jurisdiction of, and venue in, the courts in Cherokee County in Georgia in any dispute arising out of or relating to the Agreement.
- 7.3 The Uniform Computer Information Transactions Act does not apply to this SaaS agreement or orders placed under it. **End-User** understands that the **Principal's** business partners, including any third party firms retained by **End-User** to provide computer consulting services, are independent of the **Principal** and are not the **Principal's** agents. The **Principal** is not liable for nor bound by any acts of any such business partner, unless the business partner is providing services as a **Principal** subcontractor on an engagement ordered under this Agreement.
- 7.4 Any notice under this Agreement shall be in writing and shall be given if served at the **End-User's** registered office and shall in the case of posting be deemed to have been served on the third business day after registered posting. The **End-User** may change its chosen domicillium on seven (7) days written notice to the **Principal** sent by registered post provided such changed address remains within the Territory.
- 7.5 Each clause in these terms and conditions is severable, the one from the others of them, and if any of them is found to be unenforceable for any reason whatsoever the others of them shall remain in full force and effect.

RT

Initial

**STATE OF GEORGIA
CITY OF WARNER ROBINS**

RESOLUTION

BE IT RESOLVED by the Mayor and Council of the City of Warner Robins authorize Mayor Randy Toms to execute a lease supplement with the Georgia Municipal Association for the financing of an aerial fire truck over a 10-year lease at 2.36% interest with a monthly payment of \$9,831.64, which is budgeted for in account #10.005.3520.58104.000.000.

This 5th day of April, 2021.



CITY OF WARNER ROBINS, GEORGIA

By: *Randy Toms*
Randy Toms, Mayor

Attest:

Mandy Stella
Mandy Stella, City Clerk



President
Vince Williams
Mayor, Union City

March 15, 2021

First Vice President
Jim Thornton
Mayor, LaGrange

Second Vice President
Julie Smith
Mayor, Tifton

Third Vice President
Michelle Cooper Kelly
Mayor Pro Tem, Marietta

Immediate Past President
Phil Best
Mayor, Dublin

Executive Director
Larry H. Hanson

Ms. Holly Gross
Assistant Finance Director
City of Warner Robins
PO Box 8629
Warner Robins, Georgia 31095

RE: Direct Installment Program

Dear Ms. Gross:

Please find enclosed the proposed lease supplement between your city and the Georgia Municipal Association. GMA will file all necessary forms including the state UCC-1 and federal 8038. **Please keep in mind the payment schedule (Schedule B) may change slightly depending on the closing date.**

Please return the documents and invoice to GMA by April 30, 2021 to guarantee the 2.36% interest rate. You may wish to send the documents by overnight courier to assure prompt delivery.

PLEASE PAY CAREFUL ATTENTION TO SIGNATURES AND SEALS. OUR LENDERS WILL NOT PROCESS INCOMPLETE PAPERWORK. IF YOU ARE UNSURE ABOUT A DATE FIELD, LEAVE IT BLANK.

If you have any questions, please contact me at (678) 686-6264.

Sincerely,

A handwritten signature in black ink that reads 'Darin Jenkins'. The signature is written in a cursive, flowing style.

Darin Jenkins
Director of Financial Services

/DJ
Enclosures

DOCUMENT NOTES

LEASE SUPPLEMENT

NOTE: ON ALL PROPERTIES REQUIRING TITLE, A COPY OF THE MV - 1 APPLICATION LISTING GMA AS LIENHOLDER MUST ACCOMPANY LEASE DOCUMENTS.

Exhibit E - Lease Supplement: Please complete requested information. Please also sign on the Lessee position, which is marked with the City's name. The City Clerk should attest this document.

Exhibit E - Schedule A: Please insert appropriate information as requested (i.e., add serial number, amount, or model number).

Exhibit E- Schedule B: No action is required for this schedule.

Exhibit E- Schedule C: Please date, sign, and have the City Clerk attest this document.

Exhibit E- Schedule D: IRS Form 8038: Please add the city's Tax I.D. number and sign at the bottom. GMA will complete this document at closing.

Exhibit E- Schedule F: Resolution/Ordinance for Supplemental Lease: Please add necessary information, date, and sign this document. The Resolution/Ordinance must be adopted at a regular council meeting at which the Mayor may designate the appropriate city officials to enter into subsequent leases for the appropriate amount. The City Clerk should sign and seal at the bottom of the page.

Please return the enclosed document and all attachments (i.e., clips, etc.) to:

Georgia Municipal Association
Attention: Financial Services Program Manager
P.O. Box 105377
Atlanta, Georgia 30348

IF YOU HAVE ANY QUESTIONS OR SHOULD NEED ANY ASSISTANCE, PLEASE DO NOT HESITATE TO CALL THE FINANCIAL SERVICES PROGRAM MANAGER AT (888) 488-4462. LEASE DOCUMENTS MUST BE EXECUTED COMPLETELY AND CORRECTLY BEFORE ANY CHECKS WILL BE ISSUED BY THE SERVICING BANK.

Note: GMA's Lienholder Code is 10288896

EXHIBIT "E"
LEASE SUPPLEMENT

THIS LEASE SUPPLEMENT (this "Lease Supplement") by and between GEORGIA MUNICIPAL ASSOCIATION, INC., a Georgia non-profit corporation ("Lessor") and the municipal corporation of the State of Georgia signing below ("Lessee"), is made and entered into the date of its execution by the Lessor.

RECITALS:

Lessor and Lessee have entered into a Master Lease (the "Master Lease") dated June 23, 2000, which provides for Lessor to lease to Lessee certain property (the "Property") to be specified in Lease Supplements to be executed and delivered by Lessor and Lessee from time to time; and

Lessor and Lessee are entering into this Lease Supplement pursuant to the Master Lease to specify the terms for the lease of certain Property.

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

1. Definitions. Unless a different meaning or intent is required by this Lease Supplement, the capitalized terms used in this Lease Supplement shall have the meanings set forth in the Master Lease.
2. Property. The Property described on the Property Schedule incorporated as Schedule A to this Lease Supplement is specified as the Property that initially is the subject hereof.
3. Lease Payments. The Rental Schedule, incorporated as Schedule B to this Lease Supplement describes the initial amounts and payment dates of the Rentals for the Lease, and the Purchase Price for the Property. The Termination Payment may become due and payable upon the circumstances described in Section 4.2 of the Master Lease.
4. Term of Lease. The Starting Term of the Lease of the Property shall begin on the date hereof (the "Starting Date") and end on December 31 of the same year. The Lease will be renewed for successive calendar year Renewal Terms (the "Renewal Terms"), and an Ending Term (the "Ending Term") commencing January 1 of the last calendar year appearing on the Rental Schedule, and ending on the date of the final payment shown on the Rental Schedule (the "Ending Date"), unless Lessee gives a Nonrenewal Notice or there occurs an Event of Nonappropriation, as provided in the Master Lease. The "Lease Term" is the period from the Starting Date to the Ending Date, subject to the earlier expiration or termination of the Lease as provided in the Master Lease.
5. Agreements, Representations and Warranties. Lessee represents, warrants and agrees as follows:
 - (a) Lessee's representations, warranties and agreements contained in the Master Lease are true, accurate, complete and effective as of the date hereof;
 - (b) *(this clause (b) applies only if this Lease is designated as a Bank-Qualified Lease below)* in order to enable Lessor to offer the interest rate contained in this Lease, Lessee represents and warrants that it has not issued, nor does it (taken together with the entities with which it must be aggregate pursuant to Section 265(b)(3)(E) of the Code) reasonably expect to issue (taking into account the Leases) more than \$10 million of tax-exempt obligations (other than private activity bonds) for the calendar year during which the Lease becomes effective; as provided in Code Section 265(b)(3)(B)(II), Lessee specifically designates the Lease as a "qualified tax-exempt obligation" as provided by Code Section 265(b)(3);
 - (c) Lessee will take no action that will directly or indirectly affects the deductibility of that portion of Lessor's interest expense allocable to this Lease;
 - (d) Lessee has made an available appropriation of and included in its current operating budget all Rentals for the Starting Term and the Termination Payment applicable to this Lease;
 - (e) Unless Property funds are escrowed, Lessee has received, tested, and finally accepted the Property;

- (f) The portion of the Rentals representing principal, when taken together with the principal portion outstanding under any other contract entered into by Lessee pursuant to the authority of O.C.G.A. § 36-60-13, together with the amount of debt outstanding incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia of 1983, as amended, does not exceed 10% of the assessed value of all taxable property within the jurisdictional limits of Lessee;
 - (g) The Property that is the subject hereof has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the calendar year in which this Lease is entered into for any of the four immediately preceding calendar years;
 - (h) If the Property subject to this Lease is real property: and unless the Property has been approved in the most recent referendum calling for the levy of a special county 1% sales and use tax pursuant to O.C.G.A. Tit. 48, Chapt. 8, Art. 3, Pt. 1, neither of the following has occurred:
 - (i) the average annual payments on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease, do not exceed 7.5% of the governmental fund revenues of Lessee for the last calendar year preceding the date of delivery of this Lease (provided, however, that there may be added to such governmental fund revenues any special county 1% sales and use tax proceeds collected pursuant to O.C.G.A. § 48-8-111 legally available to pay amounts on this Lease or such other contracts); and
 - (ii) the outstanding principal balance on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease does not exceed \$25,000,000.00
 - (i) If the property subject to this Lease is real property, Lessee held a public hearing with respect to this Lease prior to the delivery of this Lease, notice of which hearing was published at least once in each of the two weeks preceding the week of the hearing in a newspaper of general circulation in the jurisdiction of Lessee.
 - (j) No Event of Default or Event of Nonappropriation has occurred with respect to any Lease entered into under the Master Lease.
6. Non-Arbitrage Certificate. The Property that is subject to the Lease has not been and is not expected to be sold or otherwise disposed of in whole or in part prior to the Ending Date. Monies appropriated for the payment of amounts under the Lease will be paid from Lessee's general fund and will not be pledged for the Lease or be otherwise separately identified or accounted for (unless the Lease is to be paid from sales tax receipts). Lessee has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its obligations. No proceeds or "gross proceeds" of the Lease are expected to be invested prior to an allocation for governmental use, unless an Escrow Agreement has been entered into in connection with this Lease. The proceeds of the Lease will not be used in a manner and no other action will be taken or omitted that would cause the Lease to be an "arbitrage bond" under Section 148 or a "private activity bond" under Section 141 of the Internal Revenue Code of 1986, as amended and the regulations promulgated under that Section.
7. Quitclaim. At the outset of this Lease, the Lessee does hereby assign, transfer, convey and quitclaim to Georgia Municipal Association, Inc. ("Lessor") such ownership interests as it may possess, if any, in and to the "Property," as is necessary to permit the Property to be leased by Lessor to Lessee pursuant to the terms of this Lease Supplement and the Master Lease in accordance with their terms. Pursuant to Section 2.2 of the Master Lease, Lessor further transfers title to Lessee to the extent provided therein, and Lessee accepts such transfer in accordance with such Section 2.2. This quitclaim is given in consideration of the advance by or on behalf of the Lessor of the purchase price of the Property and the undertaking of the Lessor represented by this Lease Supplement.
8. Active Municipality. The Lessee certifies that it does, and expects to continue (a) providing at least three of the following services, either directly or by contract: law enforcement; fire protection (which may be furnished by a volunteer fire force) and fire safety; road and street construction or maintenance; solid waste management; water supply or distribution or both; waste-water treatment; storm-water collection and disposal; electric or gas utility services; enforcement of building, housing, plumbing, and electrical codes and other similar codes; planning and zoning; recreational facilities; (b) holding at least six regular, monthly or bimonthly, officially recorded public meetings each year; and (c) qualifying for and holds a regular municipal election as provided by law.

9. Effect of Lease Supplement. This Lease Supplement is intended as a separate Lease of the items of Property described in this Lease Supplement pursuant to the Master Lease. The terms, conditions and provisions of the Master Lease are hereby incorporated in this Lease Supplement to the same extent as if fully set forth in this Lease Supplement in this place, except to the extent expressly amended or modified by this Lease Supplement. The owner of Lessor's interest in this Lease shall have all rights, powers and remedies of Lessor with respect to this Lease under the Master Lease. This Lease Supplement may be executed in multiple counterparts, each of which shall constitute an original. This Lease Supplement shall be effective only upon the due completion and execution of the Schedules listed below and the delivery thereof to the Servicer.

10. Bank-Qualified or Non-Bank-Qualified.

☐ The Lease under this Lease Supplement is a Non-Bank-Qualified Lease;

OR: (Check 1 box)

☒ The Lease under this Lease Supplement is a Bank-Qualified Lease and Lessee has designated the Lease under the Lease Supplement as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code. The Lessee and its subordinate entities, and the entities that issue obligations on behalf of Lessee have not issued other tax-exempt obligations (other than private activity bonds, except Qualified 501(c)(3) Bonds) in the current calendar year, and Lessee does not expect that it and such other entities will issue such tax-exempt obligations such that all of such obligations, taken together with the Lease Amount under the Lease Supplement, would exceed \$10,000,000 in such calendar year. The only tax-exempt obligations issued or expected to be issued in the current calendar year by such parties are as follows (type title, date and amount):

	TITLE	DATE	AMOUNT
(1)	_____	_____	_____
(2)	_____	_____	_____

11. Payments Direction. Lessee authorizes and directs the Servicer under this Lease Supplement to pay the vendors of the Property as indicated below:

<u>NAME AND ADDRESS OF VENDOR</u>	<u>INVOICE #</u> (attach invoices)	<u>AMOUNT</u>
City of Warner Robins PO Box 8629 Warner Robins, GA 31095 Attn: Ms. Holly Gross (478) 929-1134	Enclosed	\$1,050,000.00

(Should Lessee have previously paid vendor, or require another means of payment to the Vendor, it should attach a request for an alternate payment method with a full explanation and, if applicable, proof of payment to the vendor.)

12. Assignee and Servicer. Lessor has assigned its rights and interests in the Lease to Truist Bank, which shall serve as Servicer for the Lease, and Lessee shall make payments to such Servicer.

13. Schedules. Lessee hereby delivers to Lessor and its assigns the completed, executed and effective Schedules C, D, and F, described below.

This Lease Supplement is dated: April 5, 2021.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed.

LESSEE:
(SEAL)



City of Warner Robins

Signed By: Randy Tom
City Manager or Mayor

Print Name: Randy Tom

Attested By: W. Stella
City Clerk

Print Name: Mandy Stella

Date: 4/6/21

LESSOR:
(SEAL)

GEORGIA MUNICIPAL ASSOCIATION, INC.

Signed By: _____
Executive Director

Attested By: _____
Financial Services Program Manager

Date of Execution: _____

Schedules Hereto:

- A. Property Schedule**
- B. Rental Schedule**
- C. Appropriation Certificate Form**
- D. Form 8038G or 8038GC**
- E. Form UCC-1 (If included)**
- F. Ordinance/Resolution for Lease Supplement**
- G. Assignment and Transfer of Lease Supplement**
(Schedule G will be completed by GMA)

SCHEDULE A

PROPERTY SCHEDULE

<u>DESCRIPTION OF PROPERTY</u>	<u>IDENTIFICATION OR VIN NUMBER</u>	<u>AMOUNT FINANCED</u>
SP95 Aerial Fire Truck	1S9A3JNEXL1003189	\$1,050,000.00

City of Warner Robins, Georgia
GMA Lease Purchase - Aerial Fire Truck
Sample Payment Schedule
Ten (10) Years; Monthly Payments in Arrears

Nominal Annual Rate: 2.360%

TValue Amortization Schedule - Normal, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	03/15/2021				1,050,000.00
1	04/15/2021	9,831.64	2,065.00	7,766.64	1,042,233.36
2	05/15/2021	9,831.64	2,049.73	7,781.91	1,034,451.45
3	06/15/2021	9,831.64	2,034.42	7,797.22	1,026,654.23
2021 Totals		29,494.92	6,149.15	23,345.77	
4	07/15/2021	9,831.64	2,019.09	7,812.55	1,018,841.68
5	08/15/2021	9,831.64	2,003.72	7,827.92	1,011,013.76
6	09/15/2021	9,831.64	1,988.33	7,843.31	1,003,170.45
7	10/15/2021	9,831.64	1,972.90	7,858.74	995,311.71
8	11/15/2021	9,831.64	1,957.45	7,874.19	987,437.52
9	12/15/2021	9,831.64	1,941.96	7,889.68	979,547.84
10	01/15/2022	9,831.64	1,926.44	7,905.20	971,642.64
11	02/15/2022	9,831.64	1,910.90	7,920.74	963,721.90
12	03/15/2022	9,831.64	1,895.32	7,936.32	955,785.58
13	04/15/2022	9,831.64	1,879.71	7,951.93	947,833.65
14	05/15/2022	9,831.64	1,864.07	7,967.57	939,866.08
15	06/15/2022	9,831.64	1,848.40	7,983.24	931,882.84
2022 Totals		117,979.68	23,208.29	94,771.39	
16	07/15/2022	9,831.64	1,832.70	7,998.94	923,883.90
17	08/15/2022	9,831.64	1,816.97	8,014.67	915,869.23
18	09/15/2022	9,831.64	1,801.21	8,030.43	907,838.80
19	10/15/2022	9,831.64	1,785.42	8,046.22	899,792.58
20	11/15/2022	9,831.64	1,769.59	8,062.05	891,730.53
21	12/15/2022	9,831.64	1,753.74	8,077.90	883,652.63
22	01/15/2023	9,831.64	1,737.85	8,093.79	875,558.84
23	02/15/2023	9,831.64	1,721.93	8,109.71	867,449.13
24	03/15/2023	9,831.64	1,705.98	8,125.66	859,323.47
25	04/15/2023	9,831.64	1,690.00	8,141.64	851,181.83
26	05/15/2023	9,831.64	1,673.99	8,157.65	843,024.18
27	06/15/2023	9,831.64	1,657.95	8,173.69	834,850.49

2023 Totals	117,979.68	20,947.33	97,032.35	
28 07/15/2023	9,831.64	1,641.87	8,189.77	826,660.72
29 08/15/2023	9,831.64	1,625.77	8,205.87	818,454.85
30 09/15/2023	9,831.64	1,609.63	8,222.01	810,232.84
31 10/15/2023	9,831.64	1,593.46	8,238.18	801,994.66
32 11/15/2023	9,831.64	1,577.26	8,254.38	793,740.28
33 12/15/2023	9,831.64	1,561.02	8,270.62	785,469.66
34 01/15/2024	9,831.64	1,544.76	8,286.88	777,182.78
35 02/15/2024	9,831.64	1,528.46	8,303.18	768,879.60
36 03/15/2024	9,831.64	1,512.13	8,319.51	760,560.09
37 04/15/2024	9,831.64	1,495.77	8,335.87	752,224.22
38 05/15/2024	9,831.64	1,479.37	8,352.27	743,871.95
39 06/15/2024	9,831.64	1,462.95	8,368.69	735,503.26
2024 Totals	117,979.68	18,632.45	99,347.23	
40 07/15/2024	9,831.64	1,446.49	8,385.15	727,118.11
41 08/15/2024	9,831.64	1,430.00	8,401.64	718,716.47
42 09/15/2024	9,831.64	1,413.48	8,418.16	710,298.31
43 10/15/2024	9,831.64	1,396.92	8,434.72	701,863.59
44 11/15/2024	9,831.64	1,380.33	8,451.31	693,412.28
45 12/15/2024	9,831.64	1,363.71	8,467.93	684,944.35
46 01/15/2025	9,831.64	1,347.06	8,484.58	676,459.77
47 02/15/2025	9,831.64	1,330.37	8,501.27	667,958.50
48 03/15/2025	9,831.64	1,313.65	8,517.99	659,440.51
49 04/15/2025	9,831.64	1,296.90	8,534.74	650,905.77
50 05/15/2025	9,831.64	1,280.11	8,551.53	642,354.24
51 06/15/2025	9,831.64	1,263.30	8,568.34	633,785.90
2025 Totals	117,979.68	16,262.32	101,717.36	
52 07/15/2025	9,831.64	1,246.45	8,585.19	625,200.71
53 08/15/2025	9,831.64	1,229.56	8,602.08	616,598.63
54 09/15/2025	9,831.64	1,212.64	8,619.00	607,979.63
55 10/15/2025	9,831.64	1,195.69	8,635.95	599,343.68
56 11/15/2025	9,831.64	1,178.71	8,652.93	590,690.75
57 12/15/2025	9,831.64	1,161.69	8,669.95	582,020.80
58 01/15/2026	9,831.64	1,144.64	8,687.00	573,333.80
59 02/15/2026	9,831.64	1,127.56	8,704.08	564,629.72
60 03/15/2026	9,831.64	1,110.44	8,721.20	555,908.52
61 04/15/2026	9,831.64	1,093.29	8,738.35	547,170.17
62 05/15/2026	9,831.64	1,076.10	8,755.54	538,414.63
63 06/15/2026	9,831.64	1,058.88	8,772.76	529,641.87
2026 Totals	117,979.68	13,835.65	104,144.03	
64 07/15/2026	9,831.64	1,041.63	8,790.01	520,851.86
65 08/15/2026	9,831.64	1,024.34	8,807.30	512,044.56
66 09/15/2026	9,831.64	1,007.02	8,824.62	503,219.94

67	10/15/2026	9,831.64	989.67	8,841.97	494,377.97
68	11/15/2026	9,831.64	972.28	8,859.36	485,518.61
69	12/15/2026	9,831.64	954.85	8,876.79	476,641.82
70	01/15/2027	9,831.64	937.40	8,894.24	467,747.58
71	02/15/2027	9,831.64	919.90	8,911.74	458,835.84
72	03/15/2027	9,831.64	902.38	8,929.26	449,906.58
73	04/15/2027	9,831.64	884.82	8,946.82	440,959.76
74	05/15/2027	9,831.64	867.22	8,964.42	431,995.34
75	06/15/2027	9,831.64	849.59	8,982.05	423,013.29
2027 Totals		117,979.68	11,351.10	106,628.58	
76	07/15/2027	9,831.64	831.93	8,999.71	414,013.58
77	08/15/2027	9,831.64	814.23	9,017.41	404,996.17
78	09/15/2027	9,831.64	796.49	9,035.15	395,961.02
79	10/15/2027	9,831.64	778.72	9,052.92	386,908.10
80	11/15/2027	9,831.64	760.92	9,070.72	377,837.38
81	12/15/2027	9,831.64	743.08	9,088.56	368,748.82
82	01/15/2028	9,831.64	725.21	9,106.43	359,642.39
83	02/15/2028	9,831.64	707.30	9,124.34	350,518.05
84	03/15/2028	9,831.64	689.35	9,142.29	341,375.76
85	04/15/2028	9,831.64	671.37	9,160.27	332,215.49
86	05/15/2028	9,831.64	653.36	9,178.28	323,037.21
87	06/15/2028	9,831.64	635.31	9,196.33	313,840.88
2028 Totals		117,979.68	8,807.27	109,172.41	
88	07/15/2028	9,831.64	617.22	9,214.42	304,626.46
89	08/15/2028	9,831.64	599.10	9,232.54	295,393.92
90	09/15/2028	9,831.64	580.94	9,250.70	286,143.22
91	10/15/2028	9,831.64	562.75	9,268.89	276,874.33
92	11/15/2028	9,831.64	544.52	9,287.12	267,587.21
93	12/15/2028	9,831.64	526.25	9,305.39	258,281.82
94	01/15/2029	9,831.64	507.95	9,323.69	248,958.13
95	02/15/2029	9,831.64	489.62	9,342.02	239,616.11
96	03/15/2029	9,831.64	471.25	9,360.39	230,255.72
97	04/15/2029	9,831.64	452.84	9,378.80	220,876.92
98	05/15/2029	9,831.64	434.39	9,397.25	211,479.67
99	06/15/2029	9,831.64	415.91	9,415.73	202,063.94
2029 Totals		117,979.68	6,202.74	111,776.94	
100	07/15/2029	9,831.64	397.39	9,434.25	192,629.69
101	08/15/2029	9,831.64	378.84	9,452.80	183,176.89
102	09/15/2029	9,831.64	360.25	9,471.39	173,705.50
103	10/15/2029	9,831.64	341.62	9,490.02	164,215.48
104	11/15/2029	9,831.64	322.96	9,508.68	154,706.80
105	12/15/2029	9,831.64	304.26	9,527.38	145,179.42
106	01/15/2030	9,831.64	285.52	9,546.12	135,633.30

107	02/15/2030	9,831.64	266.75	9,564.89	126,068.41
108	03/15/2030	9,831.64	247.93	9,583.71	116,484.70
109	04/15/2030	9,831.64	229.09	9,602.55	106,882.15
110	05/15/2030	9,831.64	210.20	9,621.44	97,260.71
111	06/15/2030	9,831.64	191.28	9,640.36	87,620.35
2030 Totals		117,979.68	3,536.09	114,443.59	
112	07/15/2030	9,831.64	172.32	9,659.32	77,961.03
113	08/15/2030	9,831.64	153.32	9,678.32	68,282.71
114	09/15/2030	9,831.64	134.29	9,697.35	58,585.36
115	10/15/2030	9,831.64	115.22	9,716.42	48,868.94
116	11/15/2030	9,831.64	96.11	9,735.53	39,133.41
117	12/15/2030	9,831.64	76.96	9,754.68	29,378.73
118	01/15/2031	9,831.64	57.78	9,773.86	19,604.87
119	02/15/2031	9,831.64	38.56	9,793.08	9,811.79
120	03/15/2031	9,831.64	19.85	9,811.79	0.00
2031 Totals		88,484.76	864.41	87,620.35	
Grand Totals		1,179,796.80	129,796.80	1,050,000.00	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
2.360%	\$129,796.80	\$1,050,000.00	\$1,179,796.80

SCHEDULE C

APPROPRIATION CERTIFICATE

Re: Master Lease dated June, 23, 2000 and Lease Supplement (the "Lease Supplement") dated April 5, 2021, between Lessee and Georgia Municipal Association, Inc.

The undersigned officers of the City of Warner Robins (the "Lessee") hereby certify that all Rentals and the Termination Payment under the referenced Lease Supplement, for the current fiscal year are within such Lessee's operating budget or budgets for such year and an appropriation of funds for such year has been made for such purpose and is available therefore.

Dated: 4/6/2021

City of Warner Robins

Signed by: Randy Toms

Print Name: Randy Toms

Title: Mayor

Attested By: Mandy Stelk

Print Name: Mandy Stelk

Title: City Clerk

(SEAL)

INSTRUCTIONS:

1. To be given at the time of signing a Lease Supplement and within 30 days of the adoption of each annual budget.
2. Complete a separate certificate for each Lease Supplement in effect.

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service**Caution:** If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <u>City of Warner Robins</u>		2 Issuer's employer identification number (EIN) <u>58-6000693</u>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) <u>PO Box 8629</u>	Room/suite	5 Report number (For IRS Use Only) <u>3</u>	
6 City, town, or post office, state, and ZIP code <u>Warner Robins, GA 31095</u>		7 Date of issue	
8 Name of issue <u>City of Warner Robins / GMA Essential Equipment Lease-Purchase</u>		9 CUSIP number <u>None</u>	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <u>Ms. Holly Gross, Assistant Finance Director</u>		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.	
11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14 <u>\$1,050,000</u>
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ► <u>Aerial Fire Truck</u>	18
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>	
b If bonds are BANs, check only box 19b <input type="checkbox"/>	
20 If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$ <u>\$1,050,000</u>	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22	Proceeds used for accrued interest	22		
23	Issue price of entire issue (enter amount from line 21, column (b))	23	<u>\$1,050,000</u>	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28		
29	Total (add lines 24 through 28)	29		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	<u>\$1,050,000</u>	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.		
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ► _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ► _____
- d** Enter the name of the issuer of the master pool bond ► _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☒
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► _____
- c** Type of hedge ► _____
- d** Term of hedge ► _____
- 42** If the issuer has superintegrated the hedge, check box ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

<div style="display: flex; align-items: center;"> <div style="width: 20px; height: 20px; background: black; margin-right: 5px;"></div> <div style="flex-grow: 1;">Signature of issuer's authorized representative</div> </div>	<div style="display: flex; align-items: center;"> <div style="width: 20px; height: 20px; background: black; margin-right: 5px;"></div> <div style="flex-grow: 1;">Date</div> </div>	<div style="display: flex; align-items: center;"> <div style="width: 20px; height: 20px; background: black; margin-right: 5px;"></div> <div style="flex-grow: 1;">Type or print name and title</div> </div>
--	---	---

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ►		Firm's EIN ►		
Firm's address ►		Phone no.		

SCHEDULE F

ORDINANCE/RESOLUTION FOR SUPPLEMENTAL LEASES

A RESOLUTION OR ORDINANCE TO AUTHORIZE AND
DIRECT AN OFFICER OF THE CITY
TO EXECUTE ONE OR MORE LEASE SUPPLEMENTS FOR A LEASE
OR LEASES UNDER THE GMA DIRECT LEASING PROGRAM; TO DESIGNATE
SUCH LEASES AS QUALIFIED TAX-EXEMPT OBLIGATIONS;
TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City has entered into a Master Lease (the "Master Lease") dated as of June, 23, 2000, with Georgia Municipal Association, Inc. for the leasing from time to time of certain equipment, machinery or other personal property pursuant to Supplemental Leases;

NOW THEREFORE, BE IT RESOLVED OR ORDAINED AS FOLLOWS BY THE GOVERNING BODY OF THE CITY:

1. The Mayor of the City is hereby authorized and directed to execute and deliver a Lease Supplement pursuant to the Master Lease to put into effect one or more leases for SP95 Aerial Fire Truck (the "Leased Property"); said officer of the City is authorized and directed in the name and on behalf of the City to execute and deliver (i) one or more Lease Supplements for items of the Leased Property in substantially the form attached to the Master Lease, with such changes and additions as may be approved by said officer, and (ii) such other documents as may be deemed by such officer to be necessary or desirable to effect the purposes hereof or of the Master Lease, and such execution shall constitute conclusive evidence that the executed document has been authorized and approved hereby; the aforesaid officer is further authorized to do all things necessary or appropriate to effectuate the purposes hereof.
2. ☐ An appropriation in the City's current operating budget has previously been made, which shall be sufficient to pay the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements; or
(check box if applicable)
☐ An appropriation from unappropriated and unreserved funds in the City's current operating budget is hereby made for the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements, and the budget of the City is hereby amended to reflect such appropriation to the extent necessary.
3. The lease or leases contemplated by the said Lease Supplements are hereby designated "Qualified Tax-Exempt Obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, and said officer shall be authorized to confirm such designation by execution of appropriate documents in connection therewith.
4. This authorization shall be effective immediately.

CLERK'S CERTIFICATE

The undersigned hereby certifies that he or she is the Clerk of the City of Warner Robins, Georgia (the "City"), and that the foregoing is a true copy of the ☒ Resolution or, ☐ Ordinance [Check One] adopted by the governing body of the City at a meeting duly held on the 5 April, 2021, at which a quorum was present and acting throughout, and that the same has not been rescinded or modified and is now in full force and effect. Given under the seal of the City, this 7 April, 2021.

(SEAL)



689721

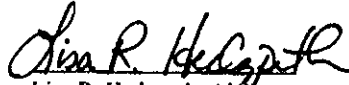
Unsell
City Clerk

STATE OF NORTH CAROLINA
COUNTY OF WILSON

AFFIDAVIT OF LISA R. HEDGPETH

BEFORE ME, the undersigned Notary Public, personally appeared Lisa R. Hedgpeth, who, being known to me and first duly sworn, deposes upon oath and testifies as follows:

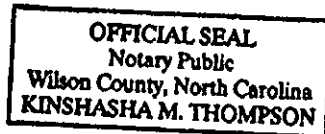
1. My name is Lisa R. Hedgpeth, and I am a resident and citizen of the State of North Carolina. I am an Assistant Vice President for Branch Banking and Trust Company ("BB&T").
2. I am providing this affidavit to comply with the law of the applicable jurisdiction which requires that any contractor doing business with the jurisdiction shall not knowingly hire for employment, employ or continue to employ an unauthorized alien.
3. To that end, I attest that BB&T has enrolled in the E-Verify program. BB&T's Identification Number is 53929.

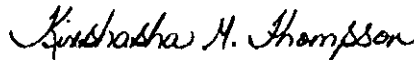


Lisa R. Hedgpeth, AVE
Branch Banking and Trust Company

SWORN TO AND SUBSCRIBED BEFORE ME, this the 6 day of April 2012.

(Seal)





NOTARY PUBLIC
Printed Name: Kinshasha M. Thompson
My Commission Expires: 10/2/2012

**CITY OF WARNER ROBINS
STATE OF GEORGIA**

R E S O L U T I O N

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council of the City of Warner Robins authorize Mayor Randy Toms to execute an advertising agreement with Alabama Media Group for advertising space in publications of Alabama Media Group.

This 5th day of April, 2021.



CITY OF WARNER ROBINS


Randy Toms, Mayor

Attest:



Mandy Stella
City Clerk



Advertising Agreement

Advertiser Name Warner Robins Convention & Visitors Bureau Account # 1000935873
Address 99 N Armed Forces Blvd, Warner Robins, GA 31093
Billing Address 99 N Armed Forces Blvd, Warner Robins, GA 31093
Contact Name Marsha Buzzell Phone (478) 922-5100 Email mbuzzell@wrga.gov
Contract Initiation Date April 1, 2021 ☐ Replacement Contract

CONTRACT LEVEL							
<input type="checkbox"/> Level 1	<input type="checkbox"/> Level 2	<input type="checkbox"/> Level 3	<input type="checkbox"/> Level 4	<input type="checkbox"/> Level 5	<input type="checkbox"/> Level 6	<input type="checkbox"/> Level 7	<input type="checkbox"/> Level 8

Agreement is hereby made between ALABAMA MEDIA GROUP, hereinafter "Publisher," and the undersigned, hereinafter "Advertiser" and "Agency" (if applicable).
This agreement shall be effective on April 1, 2021 ("effective date").

[Advertiser and Agency agree to use and pay for advertising space in Publisher's print publication(s) Advance Travel & Tourism (collectively, "Newspaper") and/or on its website currently located at www.AL.com ("Website") and/or on its mobile applications and/or digital newspapers (collectively, "Apps") at a frequency of _____, and/or a minimum revenue commitment of \$10,200, or as follows: _____ during the period of one year from the effective date of this agreement.

ADDITIONAL INFORMATION:
April - June 2021 Digital Campaign

TERMS AND CONDITIONS:

1. Orders for all advertising units in Publisher's Newspaper, Website and/or Apps are non-cancellable. In the event that Advertiser uses or pays for less advertising than that specified herein or the Advertiser or Agency otherwise breaches the terms of this agreement, Advertiser and Agency will be charged ten percent (10%) of the remaining advertising commitment ("short-rate"). In such event, Advertiser and Agency must reimburse Publisher for the short-rate within ten days of Publisher's invoice therefor and Advertiser will thereafter pay for advertising at the open rate or at the newly-determined rate(s) (as applicable).

2. Advertiser and Agency shall pay for such advertising at the rates set forth in this contract (if specified herein) or Publisher's rate card applicable at the time of the publication of the advertising. Volume discounts are net rates. No other discounts apply.

3. Payment for advertising shall be made on or before the 30th day of the month following that in which advertising is published. All advertising production fees (if any) shall be billed and are immediately due in full within the first month of the ad campaign. Failure of Advertiser and its Agency, if there is one, to comply with this requirement shall, at the option of Publisher, be considered a breach of this agreement. If payment is made by Agency, allowable commissions may be deducted. If any bill is not paid by its due date, commissions shall be deemed not earned and the gross amount of the bill shall be paid in full. Publisher may, at its option, require cash with order or otherwise change the payment terms at any time.

4. This Agreement is not subject to rebates, however it may be resigned for greater or less commitment at any time. If an agreement is for less space, a rate adjustment charge will be made according to the rate earned.

5. Advertiser and Agency, if there be one, each agrees to be jointly and severally liable for the payment of all bills and charges incurred. Advertiser authorizes Publisher, at its election, to tender any bill to Agency, and such tender shall constitute notice to Advertiser of the bill and shall in no way impair the joint and several liability of Advertiser and Agency. Payment by Advertiser to Agency shall not discharge Advertiser's liability to Publisher. The rights of Publisher shall in no way be affected by any dispute or claim as between Advertiser and Agency. Advertiser confirms that it has appointed Agency, if one is specified, to be its authorized representative with respect to all matters relating to advertising placed on Advertiser's behalf with the understanding that Agency may be paid a commission.

6. Advertiser and its Agency, if there be one, represent and warrant that: (i) Advertiser's websites, mobile sites, applications, and/or similar services that are associated with advertising purchased hereunder shall contain all necessary consumer disclosures required by applicable federal, state and local laws, rules and regulations, including, but not limited to, an accurate privacy policy (and Advertiser shall not violate the terms of such disclosures); (ii) there is nothing in any advertisement or other material (including but not limited to software and/or product samples) provided by Advertiser or Agency, or in any material to which the advertisement or other material links or refers, that violates any personal or proprietary right of any third party (including, but not limited to, copyright, trademark, patent, service mark,

(See other side for continuation of terms and conditions)

James Emerson

Alabama Media Group Advertising Representative

Joseph Dabbs

Alabama Media Group Advertising Director

Randy Toms
Advertiser's Signature

Randy Toms
Advertiser's Printed Signature

TRAVEL AND TOURISM
Type of Business

Destination Marketing Organization

Name of Person Individually Liable

☐ Corporate ☐ Partnership ☐ Assumed Name

Please initial back sheet.

misappropriation, unfair competition, trade secret, privacy publicity rights, etc.), constitutes false advertising, is harmful, or violates any law or governmental regulation; (iii) none of the advertisements or other materials provided to Publisher for display on its Website or Apps cause the download or delivery of any software application, executable code, any virus or malicious or social engineering (e.g., phishing) code or features; and (iv) it will not conduct or undertake, or authorize any third party to conduct or undertake, any unlawful or improper actions in connection with the Website or Apps, including, but not limited to, generating automated, fraudulent or otherwise invalid clicks or impressions on Publisher's Website or Apps. As part of the consideration to induce Publisher to publish, distribute, display, perform or transmit (collectively referred to herein as "Publish" or "Published" or "Publishing") such advertisement, Advertiser and its Agency, if there be one, each agrees to jointly and severally defend, indemnify and hold harmless Publisher, its employees, and representatives against all liability, loss, damage and expense of any nature, including but not limited to attorneys' fees, arising out of (a) the Publishing of any advertisement submitted by or on behalf of the Advertiser regardless of whether Publisher participated in the creation of such advertisement, or the linkage of any advertisement to any other material, or the loss, theft, use, or misuse of any credit or debit card or other payment, financial, or personal information; (b) any violation of the CAN-SPAM Act or other laws relating to Advertiser's advertisements, including, but not limited to, commercial messages e-mailed on Advertiser's behalf by Publisher; (c) the products and/or services promoted, sold, presented and/or contained in Advertiser's advertisements; and (d) a breach or alleged breach of its covenants, warranties and obligations under these advertising contract terms and conditions.

7. Advertiser shall have the right to revoke its agency at any time during the period of this agreement effective upon receipt by Publisher of notice in writing; in such event, Publisher may, at its option, terminate this agreement. If Advertiser shall designate another agent Publisher may, at its option, recognize such agent upon receipt of an agreement by said agent to be bound by the terms of this agreement and to become liable for the payment of all bills due and to become due under this agreement.

8. Publisher reserves the right, at its absolute discretion and at any time, to cancel any advertising or reject any advertising copy, whether or not the same has already been acknowledged and/or previously Published, including but not limited to for reasons relating to the contents of the advertisement or any technology associated with the advertisement. In the event of such cancellation or rejection by Publisher, advertising already run shall be paid for at the rate that would apply if the entire order were Published and no short rate will apply. The rejection of copy by the Publisher shall require Advertiser and/or Agency to supply new copy acceptable to the Publisher. Advertisements that simulate editorial content must be clearly labeled "ADVERTISEMENT" or "PROMOTION" or "SPECIAL ADVERTISING SECTION" at the top of the advertisement, and Publisher may, in its sole discretion, so label such copy.

9. Publisher, at its option, may terminate this agreement for the breach of any of the terms hereof, it being specifically understood without limitation that failure on the part of either Advertiser or Agency to pay each bill on or before its due date shall constitute a breach. Should Publisher terminate this agreement, all charges incurred together with short-rate charges shall be immediately due and payable.

10. Any bill tendered by Publisher shall be conclusive as to the correctness of the item or items therein set forth and shall constitute an account stated unless written objection is made thereto within ten days from the rendering thereof. In addition, unless otherwise agreed on the cover page of this agreement, all impressions and/or other measurements of ads hereunder shall be solely based on Publisher's calculations.

11. This agreement may not be assigned by Advertiser or Agency without the prior written consent of Publisher, and any assignment without such consent shall be null and void. Advertiser or Agency may not use any space for the advertisement either directly or indirectly of any business organization, enterprise, product, or service other than that for which the advertising space is provided by Publisher, nor may Advertiser or Agency authorize any others to use any advertising space.

12. Orders containing terms, rates or conditions or specifying positions, facings, editorial adjacencies or other requirements may be accepted but such terms, rates, conditions or specifications are not binding unless Publisher has specifically agreed to them in writing.

13. In the event of a suspension of publication of Publisher's Newspaper, Website and/or Apps due to strike, accident, fire, flood, computer or software/network malfunction, congestion, repair, Internet outages or any other cause or contingencies beyond the control of Publisher, it is understood and agreed that such suspension shall not invalidate this contract, but a) will give Publisher the option to cancel this agreement, or if Publisher does not do so, b) upon resumption of publication this contract shall be continued and no liability for damages shall be incurred by the Publisher by reason of such suspension.

14. Interest will accrue at a rate of one and one-half percent (1.5%) per month (or such other maximum amount as is permissible by law) on all past due balances. If it becomes necessary to place with an attorney for collection any claim for funds due under the terms of this agreement, then Advertiser and Agency agree to pay to Publisher the reasonable attorneys' fees arising from such collection.

15. If during the period of this agreement Publisher revises its advertising rates, Advertiser and Agency agree to be bound by such rates provided Publisher gives at least thirty (30) days notice of such increase. However, in such event Advertiser may elect not to place any further advertisements after the effective date of the increase, and if no space is used after the effective date of the increase, no short rate will be charged on space used prior to such increase.

16. Publisher does not guarantee any given level of circulation or readership. In addition, Publisher makes no guarantee or representation as to the quantity and quality of visits, impressions, circulation, or other usage of its Website or Apps or of the advertisement, or as to the use of any particular tracking or information-gathering devices, unless Publisher expressly agrees otherwise in writing to the extent Publisher fails to provide Advertiser/Agency with any guaranteed impressions on its Website or Apps (if expressly agreed to by Publisher in writing). Publisher will provide as a sole remedy a makegood, by extending the order beyond the contracted advertising flight period until the remainder of the guaranteed impressions are delivered. For the purpose of clarification, Advertiser/Agencies that request a special billing schedule or an upfront bill will not receive refunds/adjustments in the case of under delivery of guaranteed impressions (if applicable).

17. Publisher's sole liability (and Advertiser's and Agent's sole remedy) for errors and/or omissions by Publisher in published advertisements shall be to provide Advertiser a credit for the actual space of the error or omission (in no event shall such credit exceed the total amount paid to Publisher for the applicable advertisement), and Publisher shall have no liability unless the error or omission is brought to Publisher's attention no later than 5 working days after the advertisement is first Published. However, if a copy of the advertisement was provided to or reviewed by Advertiser, Publisher shall have no liability. IN NO EVENT SHALL PUBLISHER BE LIABLE TO ADVERTISER, AGENCY OR ANY OTHER PARTIES FOR ANY FURTHER DAMAGES OF ANY KIND ARISING FROM THIS AGREEMENT OR ANY BREACH THEREOF, INCLUDING BUT NOT LIMITED TO INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS.

18. Failure by Publisher to enforce any provision of this agreement shall not be considered a waiver of such provision. Unless inconsistent with the express terms of this agreement, all orders are subject to the terms of Publisher's applicable rate card. Advertiser and Agency acknowledge receipt of a copy of said rate card.

19. Advertiser and Agency recognize that the copyright in any advertisements created by Publisher is owned by Publisher. As to all other advertisements, Advertiser and Agency agree that Publisher has the non-exclusive right, for the full term of copyright, by itself or through third parties, to republish, retransmit, re-perform, redistribute or otherwise re-use any advertisements submitted hereunder in any form in which the advertisements may be Published or used (in any media now in existence or hereafter developed) in whole or in any part, whether or not combined with material of others.

20. This agreement will be construed in accordance with the laws of the State of Alabama. Any action based on or alleging a breach of this agreement must be commenced in a state or federal court in or near Birmingham, Alabama; and the parties hereby consent to the exclusive jurisdiction of such courts in connection with this Agreement.

21. Advertiser and Agency understand that advertisements and/or other commercial messages sent on its behalf by Publisher via electronic mail may be governed by federal, state and local laws, rules and regulations, including without limitation the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 and any acts related thereto, and including the interpretation thereof by the FTC or other governmental authorities (collectively, the "CAN-SPAM Act") and state "Do Not E-mail" registries. Advertiser and Agency agree to comply with all such applicable laws, rules and regulations. Without limiting the generality of the foregoing, Advertiser and Agency shall fulfill all obligations of a "Sender" as defined in the CAN-SPAM Act, and comply with Publisher's policies intended to comply therewith.

22. All data collected by Publisher, Advertiser and/or any third party in connection with this agreement shall be exclusively owned by Publisher, and not used or disclosed by Advertiser/Agency without Publisher's prior written approval in each instance.

23. The titles and logos of the Publisher's Newspapers, Website and Apps are registered trademarks and/or trademarks protected under common laws. Neither the titles nor the logos may be used without the express written permission of Publisher.

24. This agreement may be executed by Advertiser/Agency by manual, facsimile or scanned PDF signatures (or by clicking "accept" or similar terminology online), and in any number of counterparts, each of which will be deemed an original and all which together will constitute one and the same instrument.

25. PUBLISHER DISCLAIMS ALL WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES FOR NON-INFRINGEMENT, ACCURACY, AVAILABILITY, UPTIME, MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE IN CONNECTION WITH THE DISPLAY, PERFORMANCE AND TRANSMISSION OF ADVERTISEMENTS IN PUBLISHER'S NEWSPAPERS, WEBSITES AND APPS. Advertiser and Agency acknowledge that third parties other than Publisher may generate automated, fraudulent or otherwise invalid/improper impressions, conversions, inquiries, clicks or other actions on Advertiser's advertisements displayed on Publisher's Websites and/or Apps. As between Advertiser and Publisher, Advertiser accepts the risk of any such improper actions. Advertiser's exclusive remedy for such suspected improper actions is for Advertiser to request a refund relating to its impacted advertisements in the form of advertising credits on the applicable Website or App within thirty (30) days from the end of the calendar month in which such advertisement is initially displayed on the applicable Website or App. Any advertising credit refunds in connection with the Advertiser's aforementioned requests are within the sole discretion of Publisher.

26. The foregoing terms shall govern the relationship between Publisher and Advertiser and Agency. Publisher has not made any representations to Advertiser or Agency that are not contained herein. Unless expressly agreed to in writing signed by an officer or senior executive of Publisher, no other terms and conditions in insertion orders, contracts, click-through terms and conditions, copy instruction, letters, or otherwise will be binding on Publisher.

BT Client Initials

April 1, 2021

Date